

7110
1 BILL NO. S-78-09-20

2 SPECIAL ORDINANCE NO. S-162-78

3 AN ORDINANCE approving Contract #77-W-4
4 between the City of Fort Wayne, Indiana
5 and Worthington Pump, for materials for
6 St. Joe Dam Pumping Station.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
8 INDIANA:

9 SECTION 1. That a certain Contract, dated September 6, 1978,
10 between the City of Fort Wayne, Indiana, by and through its Mayor and the
11 Board of Public Works and Worthington Pump, for:

12 furnishing centrifugal pumping unit, replacement of
13 motor and impeller and accessories at the St. Joe Dam
14 Pumping Station, City of Fort Wayne, Indiana, Water
15 Works Improvements,

16 under Board of Public Works Contract #77-W-4, at a total cost of \$271,480.00
17 all as more particularly set forth in said contract which is on file in the
18 office of the Board of Public Works and is by reference incorporated herein
19 and made a part hereof, be and the same is in all things hereby ratified, con-
20 firmed and approved.

21 SECTION 2, That this Ordinance shall be effective upon passage and
22 approval by the Mayor.

23 
24 Councilman

25
26
27
28
29 APPROVED AS TO FORM
30 AND LEGALITY,

31 
32 CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City of White (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9/12/78

Charles W. Talarico
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 9-26-78

Charles W. Talarico
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 1-162-78 on the 26th day of September, 1978.
ATTEST: (SEAL)

Charles W. Talarico
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of September, 1978 at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Talarico
CITY CLERK

Approved and signed by me this 28th day of September, 1978, at the hour of 10 o'clock _____ M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-09-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving Contract #77-W-4 between the City of Fort Wayne, Indiana and
Worthington Pump, for materials for St. Joe Dam Pumping Station

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 88 PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

CONCURRED IN

DATE 5-26-78 CHARLES W. WESTERMAN, CITY CLERK

THE AGREEMENT

THIS AGREEMENT, made the _____ day of _____, 1978, by and between
Worthington Pump Corporation (USA)

hereinafter called the "Contractor," and the City of Fort Wayne, Indiana, hereinafter called the "Owner."

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. THE WORK. It is agreed that the Contractor shall furnish, f.o.b. factory with freight allowed to Fort Wayne, Indiana, the following equipment and shall perform all work directed in the specifications, "City of Fort Wayne, Indiana, Water Works Improvements, For Furnishing Centrifugal Pumping Unit, Replacement Motor and Impeller and Accessories at St. Joe Dam Pumping Station, Contract No. 77-W-4," prepared by McNamee, Porter and Seeley, acting as, and in these contract documents entitled, the "Engineer", and shall do everything required by this Agreement, the drawings and the specifications.

ARTICLE 2. TIME. It is agreed that the Contractor will begin fabrication of the equipment to be furnished under this Contract upon receipt of written notification to proceed from the Engineer and that he will prosecute the work in such a manner as to complete delivery within 364 calendar days after the date of signing and delivery of this agreement to the Contractor except as such time limits may be advanced in accordance with the provisions of Article 3, herein; the time of beginning, rate of progress and date of completion being considered as essential elements of the Contract.

ARTICLE 3. EXTENSION OF TIME. It is agreed that, if the Contractor shall be unavoidably delayed in beginning or fulfilling this contract by reason of acts of Providence, or by general strikes, or by court injunction, or by stopping of the work by the Owner because of any emergency, or public necessity, or by reason of alterations ordered by the Owner, or by any act, neglect, delay, or default on the part of the Owner, the Contractor shall have no valid claim for damages entitled to such an extension or advancement of the time periods specified in Article 2 herein as the Engineer shall adjudge to be just and reasonable; provided, however, that formal claim for such extension shall be made in writing by the Contractor within a week after the date upon which such alleged cause or delay shall have occurred.

ARTICLE 4. LIQUIDATED DAMAGES. It is expressly covenanted and agreed that time is and shall be considered as of the essence of the contract and, in the event that the Contractor shall fail in due performance of the entire work to be performed under this contract, or any certain portions thereof, for which definite stipulations have been agreed to by and at the times herein mentioned and referred to in Article 2, or within some other certain date subsequent to this to which the time limit for the completion of the work may have been advanced under the provisions of Article 3, the Contractor shall pay unto the Owner, as and for the liquidated damages and not as a penalty, the sum of fifty dollars for each and every calendar day that the Contractor shall be in default. Said sum of fifty dollars per day, in view of the difficulty of estimating such damages with exactness, is hereby expressly fixed, estimated, computed, and determined, and agreed upon as the damages which will be suffered by the Owner for reason of such defaults. It is also understood and agreed that the liquidated damages hereinbefore mentioned are in lieu of the actual damages arising from such breaches of this contract, which said sums the Owner shall have the right to deduct from any moneys in its hands otherwise due or to become due to the Contractor or to sue for and recover compensation or damages for nonperformance of this contract at the time stipulated herein and provided for.

ARTICLE 5. ASSIGNMENT OF CONTRACT. It is agreed that the Contractor shall not assign or transfer this contract or sublet any part of the work embraced in it, except with the written consent of the Owner to do so.

It is further agreed that all parts of the work which may be performed by a subcontractor shall conform to the drawings and specifications and be subject to all the provisions of this Agreement exactly as if performed by the Contractor and his immediate employees and workmen. No subletting of the work shall in any way diminish or weaken the responsibility of the Contractor for all parts of the work or lessen his obligations and liabilities under this Agreement.

ARTICLE 6. TERMINATION FOR BREACH. It is agreed that, if at any time the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly fail to maintain a satisfactory manufacturing schedule, or should he substantially fail to meet his delivery dates, or if he should substantially fail to meet the guarantees, then in such case, upon the certificate of the Engineer stating that sufficient cause exists to justify such action and stating the nature of such cause, the Owner, after giving the Contractor and his sureties written notice thereof, may terminate the contract.

ARTICLE 7. GENERAL STIPULATIONS.

Patents and Patent Rights. The Contractor shall protect and save the Owner harmless against all claims or actions brought against the Owner by reason of any actual or alleged infringement upon patent rights in any article, material, process, machine, or appliance used by him in this work.

ARTICLE 8. GUARANTEES. It is agreed that all materials and workmanship furnished hereunder shall be first class and free from defects and that the Contractor will, upon notice and without undue delay, make good or repair without expense to the Owner the whole or any part of the equipment furnished by him hereunder which shall, within a year from the date of acceptance of the completed work, fail or develop unfitness for the purpose for which it is intended as the result of any defect in design, material, or workmanship.

ARTICLE 9. PAYMENT. And it is agreed that in consideration of the faithful and entire performance by the Contractor of his obligations under this contract, the Owner shall pay to him, at the times and in the manner hereinafter stipulated, the following named contract sum:

Two Hundred Seventy-one Thousand Four Hundred Eighty and 00/100

Dollars (\$ 271,480.00).

The above contract sum shall be diminished by such sums as the Owner may lawfully deduct and retain as liquidated damages under the provision of Article 4.

Payments to the Contractor for the performance by him of his obligations under this contract shall be made as follows:

Ninety percent (90%) of the pro rata value of materials and equipment received based on manufacturer's invoice approved by the Engineer within thirty days from the date of said invoice.

The remainder of the contract sum following the completion of the Official Acceptance Test.

IN WITNESS WHEREOF, the parties ~~herein~~ have set their hands and seals in quadruplicate, this _____ day of _____, 19 _____.

CITY OF FORT WAYNE, INDIANA

BY: _____
Robert E. Armstrong, its Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg, Chairman

Ethel H. LaMar, Member

Max G Scott, Member

ATTEST:

Ursula Miller, Clerk

APPROVED AS TO FORM AND LEGALITY:

City Attorney

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 1978.
Special Ordinance No. _____

CONTRACTOR

WORTHINGTON PUMP CORPORATION (USA)

BY: Douglas Thomson

xl ITS: _____ VICE PRESIDENT

Fort Wayne, IN 77-W-4

Reuben Jackson

8079-38-69

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT TO CITY UTILITIES - WATER WORKS DIVISION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned

Worthington Pump Corporation (USA)

OF

Taneytown, Maryland

As Principal, and

Federal Insurance Co

OF

New Providence, N.J.

as Surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, in the penal sum of Two Hundred Seventy-One Thousand Four Hundred Eighty and 00/100 Dollars (\$ 271,480.00) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Dated this

11-46

day of

September, 19*78*.

The condition of this obligation is such that whereas the above named Principal did, on the _____ day of _____, 19 _____ enter into a contract with the City of Fort Wayne, Indiana, by the terms of which said Principal agreed to perform everything required to be performed and to provide and furnish at his sole cost and expense all the labor, tools, materials, expendable equipment, transportation services, bonds, and insurance required to perform and to complete in a workmanlike manner all the work required in the above-mentioned contract for the sum of _____ Two Hundred Seventy-One Thousand Four Hundred Eighty and 00/100

_____ Dollars (\$ 271,480.00) and to remove and replace any defective or unsuitable materials, equipment or structure at the expense of said Principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as set forth herein:

Now, if said principal shall well and faithfully do and perform the things agreed by him, them, or it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract; we agreeing and assenting that this undertaking directly insures to the benefit of Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract, as well

as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and

IT IS HEREBY EXPRESSLY UNDERSTOOD AND AGREED, and made a condition hereof, that any judgment rendered against the City of Fort Wayne, as aforesaid, in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of said Contractor, or its agents, employees or workmen in the premises, and also that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Said surety for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications. No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any way effect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana, of 1933, shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this 17th day of September, 19 78, affixed our signatures and corporate seals to three (3) executed original copies of this agreement.

WORTHINGTON PUMP CORPORATION (USA)
PRINCIPAL

BY

Douglas Thomson

AUTHORIZED AGENT

Federal Insurance Co

SURETY

BY

Martene Ruppert
Martene Ruppert Attorney-in-Fact

(Individual Principal)

STATE OF _____ }
COUNTY OF _____ } ss.:

On this _____ day of _____ 19____, before me personally

came _____, to me known and known by
me to be the individual described in and who executed the foregoing instrument, and he duly acknowledged
to me that he executed the same.

_____, Notary Public

My commission expires _____

(When Principal is a Firm)

STATE OF _____ }
COUNTY OF _____ } ss.:

On this _____ day of _____ 19____, before me personally

came _____, to me known and known by

me to be a member of the firm of _____, described in and

which executed the foregoing instrument, and the said _____
duly acknowledged to me that he executed the said instrument in the name of said firm and for its purposes and on
its behalf.

_____, Notary Public

My commission expires _____

(When Principal is a Corporation)

STATE OF New Jersey }
COUNTY OF Union } ss.:

On this 11th day of September 19 78, before me personally

came Douglas Thomson, to me known, who being by me duly

sworn, did depose and say; that he resides in Hillsdale, N.J. that he is the VICE PRESIDENT

_____ of WORTHINGTON PUMP CORPORATION (USA) the corporation described
in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said
instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and
that he signed his name thereto by like order.

Dolores M. Vandenberg, Notary Public.

DOLORIS M. VANDENBERG
A Notary Public of New Jersey
My commission expires June 1, 1983

NEW JERSEY } ss.:
COUNTY OF Union

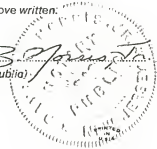
On this 11th day of September, 1978, before me personally came Marlene Rajput who, being by me duly sworn, did depose and say that he is an Attorney-in-Fact of the FEDERAL INSURANCE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he signed said Instrument as an Attorney-in-Fact of said Company by like authority.

My Commission Expires

DAVID B. NORRIS, JR.
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 28, 1983

Acknowledged and Sworn to before me
on the date above written.

David B. Norris, Jr.
(Notary Public)



FEDERAL INSURANCE COMPANY

ANNUAL STATEMENT — December 31, 1977

IN THOUSANDS OF DOLLARS

STATUTORY BASIS

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
United States Treasury Bonds.....	\$ 4,950	Unearned Premiums.....	\$227,418
United States Government Secured New Housing Bonds.....	109,631	Outstanding Losses and Claims.....	445,803
State and Municipal Bonds.....	408,182	Ceded Reinsurance Balances Payable....	41,791
Other Bonds.....	53,409	Funds Held under Reinsurance Treaties..	3,952
Preferred Stocks.....	42,663	Non-Admitted Reinsurance.....	5,786
Common Stocks.....	<u>76,901</u>	Other Liabilities.....	<u>36,132</u>
TOTAL INVESTMENTS.....	695,736	TOTAL LIABILITIES.....	<u>760,882</u>
Capital Stock of Affiliates:			
Great Northern Insurance Co.....	10,016	Capital Stock.....	13,987
Pacific Indemnity Company.....	49,794	Paid-in Surplus.....	9,218
Colonial Life Insurance Co.....	22,585	Earned Surplus.....	142,554
Other.....	2,220	Unrealized Appreciation of Investments..	<u>14,540</u>
Cash.....	9,329	SURPLUS TO POLICYHOLDERS.....	<u>180,299</u>
Net Premiums Receivable.....	115,633	TOTAL.....	<u>\$941,181</u>
Reinsurance Recoverable on Paid Losses.....	5,731		
Other Assets.....	<u>30,137</u>		
TOTAL ADMITTED ASSETS.....	<u>\$941,181</u>		

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners.
Investments valued at \$62,342,163 are deposited with government authorities as required by law.

A CORRECT STATEMENT:

Marlene Rajput

 Marlene Rajput, Attorney-in-fact

Know all Men by these Presents, That the FEDERAL INSURANCE COMPANY, 100 William Street, New York, New York, a New Jersey Corporation, has constituted and appointed, and does hereby constitute and appoint Paul E. Rapp, Neil C. Donovan, Glenn A. Montgomery, Ed Van Namm, Joanne Misiuk, David B. Norris, Jr., Marlene Rajput and Michele Nesci of New Providence, New Jersey

each its true and lawful Attorney-in-Fact to execute under such designation in its name and to affix its corporate seal to and deliver for and on its behalf as surety thereon or otherwise, bonds or obligations given or executed in the course of its business, and any instruments amending or altering the same, and consents to the modification or alteration of any instruments referred to in said bonds or obligations.

In Witness Whereof, the said FEDERAL INSURANCE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Assistant Vice-President, and Assistant Secretary and its corporate seal to be hereto affixed this 22nd day of May 19 78

FEDERAL INSURANCE COMPANY
By



George McClellan
George McClellan
Assistant Vice-President

Richard D. O'Connor
Richard D. O'Connor
Assistant Secretary

STATE OF NEW JERSEY }
County of Essex } ss:

On this 22nd day of May 19 78, before me personally came Richard D. O'Connor to me known and by me known to be Assistant Secretary of the FEDERAL INSURANCE COMPANY, the corporation described in and which executed the foregoing Power of Attorney, and the said Richard D. O'Connor being by me duly sworn, did depose and say that he is Assistant Secretary of the FEDERAL INSURANCE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; and that he is acquainted with George McClellan and knows him to be the Assistant Vice-President of said Company, and that the signature of said George McClellan subscribed to said Power of Attorney is in the genuine handwriting of said George McClellan and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Acknowledged and Sworn to before me
on the date above written.



Patricia Ryan
Notary Public

PATRICIA RYAN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires December 11, 19 78

CITY OF SHORT HILLS }
County of Essex } ss.

I, the undersigned, Assistant Secretary of the FEDERAL INSURANCE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of the said Company as adopted by its Board of Directors on March 11, 1953 and amended May 27, 1971 and that this By-Law is in full force and effect.

"ARTICLE XVIII.

Section 2. All bonds, undertakings, contracts and other instruments other than as above for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company either by the Chairman or the Vice-Chairman or the President or a Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations, except that any one or more officers or attorneys-in-fact designated in any resolution of the Board of Directors or the Executive Committee, or in any power of attorney executed as provided for in Section 3 below, may execute any such bond, undertaking or other obligation as provided in such resolution or power of attorney.

Section 3. All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the Vice-Chairman or the President or a Vice-President or an Assistant Vice-President, jointly with the Secretary or an Assistant Secretary, under their respective designations.

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said FEDERAL INSURANCE COMPANY is duly licensed to transact fidelity and surety business in each of the States of the United States of America, District of Columbia, Puerto Rico, and each of the Provinces of Canada with the exception of Prince Edward Island; and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by law.

Given under my hand and the seal of said Company at Short Hills, N.J., this 11th day of

September, 1978


Assistant Secretary

1170
TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT #77-W-4 - FURNISHING CENTRIFUGAL PUMPING UNIT, ETC.
FOR ST. JOE DAM PUMPING STATION

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-78-09-20

SYNOPSIS OF ORDINANCE CONTRACT #77-W-4 - FURNISHING CENTRIFUGAL PUMPING UNIT, REPLACEMENT OF MOTOR
AND IMPELLER AND ACCESSORIES AT THE ST. JOE DAM PUMPING STATION, CITY OF FORT WAYNE, INDIANA
WATER WORKS IMPROVEMENTS. SUPPLIER FOR PROJECT: WORTHINGTON PUMP. IN AMOUNT OF \$271,480.00

(CONTRACT ATTACHED)

EFFECT OF PASSAGE PROCEED WITH WATER WORKS IMPROVEMENTS TO SATISFY WATER SUPPLY DEMAND FOR THE
CITY OF FORT WAYNE AND TO PROTECT THE CITY FROM ANY FORSEEABLE WATER SHORTAGE WHICH MAY ARISE
IN THE VERY NEAR FUTURE

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH EXPANSION OF WATER FILTRATION PLANT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$271,480.00 FROM WATER UTILITY

ASSIGNED TO COMMITTEE _____